

REPORT ON THE FILING OR DETERMINATION OF AN
ACTION REGARDING A PATENT OR TRADEMARK

TO: Commissioner of Patents and Trademarks
Washington, D.C. 20231

SOLICITOR

AUG - 4 2006

In compliance with 35:290 and/or 15 U.S.C. 1116 you are hereby advised that a court action
has been filed on the following patent(s)/trademarks in the U.S. District Court:

U.S. PATENT & TRADEMARK OFFICE

DOCKET NO.
CA 00-886

DATE FILED
10/06/00

U.S. DISTRICT COURT
District of Delaware

PLAINTIFF
Cordis Corporation

DEFENDANT
Medtronic AVE Inc.

PATENT/TRADEMARK NO. DATE OF PATENT/TRADEMARK HOLDER OF PATENT OR TRADEMARK

1.	4,739,762	04/26/88	Expandable Grafts Partnership
2.	B1 4,739,762	10/27/98	Expandable Grafts Partnership
3.	5,195,984	03/23/93	Expandable Grafts Partnership
4.	5,902,332	05/11/99	Expandable Grafts Partnership

In the above-entitled case, the following patent(s) have been included:

DATE INCLUDED INCLUDED BY
[] Amendment [] Answer [] Cross Bill [] Other Pleading

PATENT/TRADEMARK NO. DATE OF PATENT/TRADEMARK HOLDER OF PATENT OR TRADEMARK

1
2
3
4
5

In the above-entitled case, the following decision has been rendered or
judgment issued:

DECISION/JUDGMENT

Stipulation confirming award of arbitrator. (copy attached)

CLERK

PETER T. DALLEO, CLERK

(BY) DEPUTY CLERK

R. DiPaolo

DATE

8-4-06

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CORDIS CORPORATION,

Plaintiff,

v.

MEDTRONIC VASCULAR, INC.,

Defendant, Counterclaimant,

v.

CORDIS CORPORATION, JOHNSON &
JOHNSON, and PATTERSON, BELKNAP,
WEBB & TYLER LLP,

Counterclaim defendants.

C.A. No. 00-886 (SLR)

STIPULATION AND ORDER

WHEREAS, the parties initiated an arbitration under the Rules of the Center for Public Resources on the issues of whether the patents in suit are licensed to Medtronic Vascular, Inc. under the Settlement and License Agreement between Medtronic, Inc. and Johnson & Johnson ("J&J") dated November 4, 1997, as amended (the "License Agreement"), and whether the covenant not to sue in the License Agreement bars claims by J&J and/or Cordis Corporation ("Cordis") that Medtronic Vascular, Inc. has infringed the Cordis patents in suit in this action;

WHEREAS, this Court stayed this action by Order dated April 25, 2005 (D.I. 120) pending arbitration;

WHEREAS, the arbitration panel issued their award (the "Award," Ex. A) on February 20, 2006, which award became final on March 22, 2006; and

WHEREAS, the parties wish to confirm the arbitration award and otherwise resolve the remaining disputes between them:

IT IS HEREBY STIPULATED AND AGREED by and between the parties to this action that:

- (1) The stay of this action is hereby lifted.
- (2) The Award is hereby confirmed.
- (3) Based on the Award, the claims of infringement asserted by Cordis in this action are hereby dismissed with prejudice and without costs to any party.
- (4) The counterclaims asserted by Medtronic Vascular, Inc. in this action are hereby dismissed with prejudice and without costs to any party.
- (5) Nothing in this Stipulation and Order shall in any way limit Cordis' rights under the License Agreement, including Cordis' right to assert in arbitration that any product made, used, sold, offered for sale or imported into the United States by Medtronic and its affiliates, or the use of any such product, practices a patent that is a Royalty Bearing Licensed Patent under the License Agreement and that royalties are accordingly owed on the sale of such products under the License Agreement.
- (6) Nothing in this Stipulation and Order shall in any way limit Medtronic's rights under the License Agreement, including its right to assert in arbitration that its products or the products of its affiliates do not infringe any valid claim of any patent that is a Royalty Bearing Licensed Patent under the License Agreement.

ASHBY & GEDDES

/s/ Steven J. Balick

Steven J. Balick (I.D. #2114)
John G. Day (#2403)
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*Attorneys for Plaintiff Cordis Corporation
and for Counterclaim Defendants
Cordis Corporation, Johnson & Johnson
and Patterson, Belknap, Webb & Tyler LLP*

Dated: June 12, 2006

SO ORDERED:

United States District Judge

519565

MORRIS NICHOLS ARSHT & TUNNELL LLP

/s/ Karen Jacobs Loudon

Karen Jacobs Loudon (#2881)
Leslie A. Polizoti (#4299)
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(302) 658-9200
klouden@mnat.com
*Attorneys for Defendant/Counterclaimant
Medtronic AVE, Inc.*

EXHIBIT

A

INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION & RESOLUTION

**Before an Arbitration Panel Convened by
Alternative Dispute Resolution in Technology Disputes**

**JOHNSON & JOHNSON, a New Jersey Corporation and
CORDIS CORPORATION, a Florida Corporation,**

Claimants

v.

**MEDTRONIC, INC., a Minnesota Corporation and
MEDTRONIC AVE, INC., a California Corporation,**

Respondents

AWARD OF ARBITRATORS

ISSUES TO BE DECIDED:

1. Do Johnson & Johnson and its Affiliates have a license under the Settlement and License Agreement dated November 4, 1997, as amended, to Medtronic Affiliate's patents owned by that Affiliate before November 4, 1997, even though Medtronic acquired that Affiliate after November 4, 1997?

Answer: No

If yes, do Medtronic, Inc. and its Affiliates enjoy the same benefit under the Settlement and License Agreement dated November 4, 1997, as amended? That is, do Medtronic and its Affiliates have a license under the License Agreement, as amended, to a Johnson & Johnson Affiliate's patents owned by that Affiliate before November 4, 1997, even if Johnson & Johnson acquired that Affiliate after that date?

Answer: Not applicable because of negative answer to preceding question.

AWARD OF ARBITRATORS - 2

2. Have J & J and its Affiliates granted Medtronic and its Affiliates a license under the Settlement and License Agreement dated November 4, 1997, as amended, to make, use, offer to sell, or sell the following accused products at issue in *Cordis Corp. v. Medtronic AVE, Inc.*, C.A. No. 00-886-SLR (D. Del. 2000)?

Answer:

S540 Coronary Stent Systems

Yes X (for Medtronic and its Affiliates) No ____ (for J&J and its Affiliates)

S670 Coronary Stent Systems

Yes X (for Medtronic and its Affiliates) No ____ (for J&J and its Affiliates)

S660 Coronary Stent Systems

Yes X (for Medtronic and its Affiliates) No ____ (for J&J and its Affiliates)

S7 Coronary Stent Systems

Yes X (for Medtronic and its Affiliates) No ____ (for J&J and its Affiliates)

Driver Coronary Stent Systems

Yes X (for Medtronic and its Affiliates) No ____ (for J&J and its Affiliates)

X3 Renal Stent Systems

Yes X (for Medtronic and its Affiliates) No ____ (for J&J and its Affiliates)

AWARD OF ARBITRATORS - 3

3. Does the covenant not to sue in the Settlement and License Agreement dated November 4, 1997, as amended, bar J&J's and Cordis' claims that Medtronic AVE has infringed the Cordis patents in dispute in *Cordis Corp. v. Medtronic AVE, Inc.*, C.A. No. 00-886-SLR (D. Del. 2000)?

Answer: Yes X No

Date: February 20, 2006

By:



Hon. Susan S. Soussan

Date:

By:

David Plimpton, Esq.

Date:

By:

February 20, 2006



Zela G. Claiborne, Esq.

INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION & RESOLUTION

Before an Arbitration Panel Convened by
Alternative Dispute Resolution in Technology Disputes

JOHNSON & JOHNSON, a New Jersey Corporation and
CORDIS CORPORATION, a Florida Corporation,

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MEDTRONIC, INC., a Minnesota Corporation and
MEDTRONIC AVE, INC., a California Corporation,

Respondents

DISSENT FROM
AWARD OF ARBITRATORS

ISSUES TO BE DECIDED:

1. Do Johnson & Johnson and its Affiliates have a license under the Settlement and License Agreement dated November 4, 1997, as amended, to Medtronic Affiliate's patents owned by that Affiliate before November 4, 1997, even though Medtronic acquired that Affiliate after November 4, 1997?

Answer: No

If yes, do Medtronic, Inc. and its Affiliates enjoy the same benefit under the Settlement and License Agreement dated November 4, 1997, as amended? That is, do Medtronic and its Affiliates have a license under the License Agreement, as amended, to a Johnson & Johnson Affiliate's patents owned by that Affiliate before November 4, 1997, even if Johnson & Johnson acquired that Affiliate after that date?

Answer: Not applicable because of negative answer to preceding question.

~~AWARD OF ARBITRATORS 2~~

**DISSENT FROM
AWARD OF ARBITRATORS**

2. Have J & J and its Affiliates granted Medtronic and its Affiliates a license under the Settlement and License Agreement dated November 4, 1997, as amended, to make, use, offer to sell, or sell the following accused products at issue in *Cordis Corp. v. Medtronic AVE, Inc.*, C.A. No. 00-886-SLR (D. Del. 2000)?

Answer:

S540 Coronary Stent Systems

Yes____(for Medtronic and its Affiliates) No X (for J&J and its Affiliates)

S670 Coronary Stent Systems

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(2)

~~AWARD OF ARBITRATORS~~

DISSENT FROM
AWARD OF ARBITRATORS

3. Does the covenant not to sue in the Settlement and License Agreement dated November 4, 1997, as amended, bar J&J's and Cordis' claims that Medtronic AVE has infringed the Cordis patents in dispute in *Cordis Corp. v. Medtronic AVE, Inc.*, C.A. No. 00-886-SLR (D. Del. 2000)?

Answer: Yes _____

No X

Date:

By:

Hon. Susan S. Soussan

Date: FEBRUARY 20, 2006

By:



David Plimpton, Esq.

Date:

By:

Zela G. Claiborne, Esq.